

## LABOUR STANDARDS IN QUÉBEC

**Labour Standards**  
The Act respecting labour standards sets the minimum standards for conditions of employment in Québec. It covers wages, holidays and leaves, notices of termination and remedies available to an employee with the CNESST.

The Act respecting labour standards is a law of public order. Departures from its requirements are prohibited, subject to legal exceptions.

The following are the principal legal standards. For more information, and examples, visit the CNESST website at [cnesst.gouv.qc.ca](http://cnesst.gouv.qc.ca).

**Employees not covered by the Act respecting labour standards**  
The Act respecting labour standards sets out standards for conditions of employment for most Québec employees, whether they work full time or part time. Some employees, however, are partially or totally excluded from its application.

**Employees partially excluded**

1. Caregivers
2. Who provide assistance to the family or community
3. Who provide services for organ or tissue donation for transplant or because of an accident or a crime
4. Retirees
5. Family and personal services
6. Domestic workers
7. Uniforms, equipment and tools provided and costs of training and travel
8. Retirement plans and other employee benefits, if the differences did not exist on June 11, 2019.

**Work performed by children**  
An employer may not:  
• Ask a child to do work that is beyond the child's capabilities or might be detrimental to the child's education, health or physical or moral development.  
• Have a child under 14 years of age work without the written consent of a parent or a guardian.  
• Have a child who is required to attend school work during school hours, except if the child is no longer required to attend school or the work consists in delivering newspapers in creating plans for performing in certain types of artistic work.  
• The child works for a social or community organization, such as a volunteer camp or a recreational organization, the working conditions require that the child be housed in the employer's establishment and the child is not required to attend school the following day.

**Unusual conditions of employment**  
An employer may not, solely on the basis of hiring date, provide an employee conditions of employment that are less advantageous than those of other employees who perform the same work at the same establishment.

Conditions of employment governed by the Act respecting labour standards:

- Wages
- Hours of work
- Statutory holidays
- Vacations
- Rest periods
- Family and personal services
- Expenses for sickness for organ or tissue donation for transplant or because of an accident or a crime
- Notice of termination of employment
- Uniforms, equipment and tools provided and costs of training and travel
- Retirement plans and other employee benefits, if the differences did not exist on June 11, 2019.

**Voluntary retirement savings plan**  
An employer may not, solely on the basis of hiring date, provide an employee conditions of employment that are less advantageous than those of other employees who perform the same work at the same establishment.

## LABOUR STANDARDS IN QUÉBEC

**On the job: wages, pay and work**  
**Wages**  
The minimum wage is set by the Government of Québec. The CNESST, however, supervises its application. The provisions concerning wages apply to most Québec employees, whether they work full time or part time.

**Exclusions**  
The minimum wage standard does not apply to certain employees:  
• Students who work for a social or non-profit organization, such as a recreational organization or a vacation camp  
• Parents and teachers, school board members recognized by law  
• Employees paid entirely by commission who engage in commercial activities outside their normal duties and whose working hours cannot be controlled  
• Minimum wage

**Minimum wage**  
Minimum wages rates are set by the Government of Québec every year. To find out the current minimum wage, visit the CNESST website at [cnesst.gouv.qc.ca](http://cnesst.gouv.qc.ca).  
Employees who receive an employee benefit with a monetary value that is greater than the minimum wage, for example) may not, nonetheless, be paid a wage below the minimum wage.

**Deductions**  
An employer may make wage deductions unless required by law, regulation, collective agreement, decree or a mandatory supplemental pension plan. Any other wage deductions must be agreed to in writing by the employee, with the employee's consent. The following are the only deductions that an employer may make without the employee's consent:  
• Deductions for the payment of a loan, for example  
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**Normal work week**  
A normal work week is usually 40 hours. The length of the work week determines at what point an employee begins to work overtime. For certain employees, however, the length of the normal work week is not 40 hours:

Occupation	Normal work week
Clothing industry employees	39 hours
Security guards who work for a security firm	44 hours
Loggers and sawmill employees	47 hours
People who work in remote areas in the James Bay territory	55 hours
Security guards who do not work for a security firm	60 hours

**Normal work week**  
A normal work week is not a time limit beyond which an employer may refuse to work.  
**Calculation of overtime**  
Hours worked in excess of the normal work week must be paid at the regular hourly wage increased by 50% (time and a half), not counting hourly premiums (night shift, hazardous work, etc.).  
The employer may, at the employee's request, replace the payment of overtime with time off in lieu. Overtime hours are considered less when calculating overtime.

**Exceptions**  
The standard for overtime rates does not apply to the following:  
• Students working at a vacation camp or for a social or community non-profit organization, such as a recreational organization  
• Managerial employees  
• Employees who work outside the establishment and whose working hours cannot be controlled  
• Employees assigned to canning, packaging and freezing fruits and vegetables during the harvesting period  
• Employees working for fishing, fish processing or fish canning operations  
• Farm workers  
• Employees whose sole duty is to care for a child or a sick, handicapped or elderly person in the home, including performing household or personal services directly related to the immediate needs of the individual cared for, unless the worker serves to procure profit for the employer

**Tip-slash**  
An employer may not require an employee to pay credit card fees.  
**Reporting tips**  
When calculating vacation pay, public holiday pay, termination pay and pay for the National Holiday or a bereavement or marriage leave, the employer must take into account the employee's wages plus the tips the employee reported or the employer attributed to the employee.

**Room and board**  
An employer's working conditions may require that the employer provide the employee with room and board or to the employer's establishment. The employer must provide accommodation. The maximum amount the employer may charge the employee for room and board is set by the Government of Québec. To find out what these amounts are, visit the CNESST website at [cnesst.gouv.qc.ca](http://cnesst.gouv.qc.ca).

**Pay**  
An employer has 1 month to remit an employee's first pay.  
After this, wages must be paid at regular intervals of no more than 16 days, or 1 month in the case of managerial personnel. If pay day falls on a statutory holiday, the wages must be paid on the preceding working day.  
Any amount not paid by the employer's regular pay day or overtime pay earned in the week preceding a pay day, may be paid on the following pay day.

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**Meals**  
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## LABOUR STANDARDS IN QUÉBEC

**On the job: holidays and leaves**  
**Statutory holidays**  
Most employees in Québec are entitled to take the following statutory holidays:  
• January 1 (New Year's Day)  
• Good Friday (Easter Monday (employer's choice))  
• The Monday preceding May 25 (National Patriots' Day)  
• July 1 (Canada Day or Sunday (employer's choice))  
• The first Monday in September (Labour Day)  
• December 25 (Christmas Day)  
• December 31 (New Year's Eve)  
• The employer may not, solely because of the statutory holidays, require an employee to work on any of these statutory holidays.

**Exceptions**  
The standard for statutory holidays does not apply to the following:  
• Employees absent from work without permission or valid cause on the working day before or after the holiday. Such employees do not receive the public holiday pay or the substitute holiday pay.  
• Employees who work on a statutory holiday, provided this was a working day on which the employee normally works.  
• Employees covered by a collective agreement or decree that entitles them to at least 7 statutory holidays in addition to the National Holiday.

**Public holiday pay and substitute holiday pay**  
Public holiday pay for statutory holidays and the National Holiday is calculated as follows:  
• 1/20 of the wages earned during the week of the holiday, excluding overtime.  
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**When Employment Ends**  
At the end of the contract of employment, the employer must pay the employee for any vacation time not taken in addition to 4% or 6% (depending on the length of uninterrupted service) of total gross wages earned during the current vacation entitlement year.

**Notice of termination**  
Before the termination of a contract of employment or laying off an employee for a period of more than 6 months, the employer must give the employee written notice of termination of employment. The employer is not required to give such notice at the end of a fixed-term contract if the employee has completed the specific task for which the period was hired.

**Length of uninterrupted service**

Length of uninterrupted service	Notice period
3 months to < 1 year	1 week
1 year to < 5 years	2 weeks
5 years to < 10 years	4 weeks
≥ 10 years	8 weeks

**Exceptions**  
The provisions concerning notice of termination and notice of layoff for 6 months or more do not apply to the following:  
• Employees with less than 3 months of uninterrupted service  
• Employees dismissed or laid off as a result of an unforeseen event (force majeure), such as a strike  
• Employees whose fixed-term contract has ended  
• Employees who have completed the specific task for which they were hired

**Termination pay**  
An employee who does not receive the prescribed notice of termination or is given insufficient notice must be given termination pay in lieu of notice. The termination pay must equal the wages the employee would normally have earned between the date on which the notice should have been sent and the end of the employment. This amount is not included in calculating termination pay.

**Special provisions**  
Termination pay for an employee paid in whole or in part by commission corresponds to the weekly average of the employee's earnings for more than 6 months before the termination of employment or the layoff for more than 6 months in any year.  
A notice of termination of employment is null and void if given to an employee while laid off, except in case of seasonal employment that normally does not last more than 6 months in any year.  
Employees laid off for over 6 months who have recall rights for more than 6 months under a collective agreement may, if they have not received a layoff notice, ask for their termination pay.  
• When their recall rights expire, if they have not been recalled to work  
• 1 year after the date of their layoff

**Reasonable notice of termination under the Civil Code**  
Employees who believe they are entitled to reasonable notice of termination or termination pay in lieu under the Civil Code may request it from their employer. This amount may be exercised by employees or at their own expense with the assistance of a lawyer of their choice.  
Employees are also required to give reasonable notice to their employer before leaving their employment.

**Group termination**  
A group termination of employment is the termination of employment of 10 or more employees in the same establishment in a 2-month period or the layoff of 10 or more employees in the same establishment for more than 6 months.  
A number of provisions govern group terminations. For more information, call the CNESST at 1 844 838-0808 or visit our website.

**Company bankruptcy**  
When a company declares bankruptcy, the CNESST has the authority, under certain conditions, to initiate legal proceedings against the directors. Employees who believe they have been wrongfully given a layoff claim to collect wages, vacation pay and other benefits may file a claim with the CNESST. Employees who are owed amounts that may be owed to them by a company that has declared bankruptcy. For more information, call the CNESST at 1 844 838-0808 or visit our website.

## LABOUR STANDARDS IN QUÉBEC

**Monetary claim**  
Employees may file a claim with the CNESST if they believe their employer has violated their rights with respect to payment of wages, overtime, vacation pay, public holiday pay or termination pay.

**The CNESST may institute legal proceedings against the employer on an employee's behalf to try to recover amounts owing for work the employee executed. The employee has 1 year from the date of the violation to file a claim. That is, 1 year from the date on**